

Defendant,

No.

3. BankAtlantic expressly agrees that it shall not, through its attorneys, board of

directors, agents, officers or employees, make any public statement contradicting any statement of fact contained in the Factual Statement. Any such contradictory public statement by BankAtlantic, its attorneys, board of directors, agents, officers or employees, shall constitute a breach of this Agreement as governed by Paragraph 11 of this Agreement, and BankAtlantic would thereafter be subject to prosecution pursuant to the terms of this Agreement. The decision of whether any statement by any such person contradicting a fact contained in the Factual Statement will be imputed to BankAtlantic for the purpose of determining whether BankAtlantic has breached this Agreement shall be in the sole and reasonable discretion of the United States. Upon the United States' notification to BankAtlantic of a public statement by any such person that in whole or in part contradicts a statement of fact contained in the Factual Statement, BankAtlantic may avoid breach of this Agreement by publicly repudiating such statement within 48 hours after notification by the United States.

4. BankAtlantic agrees that it, in accordance with applicable laws: (a) shall provide to the United States, on request, any relevant document, electronic data, or other object concerning a Bank Secrecy Act matter in BankAtlantic's possession, custody and/or control. Whenever such data is in electronic format, BankAtlantic shall provide access to such data and assistance in operating computer and other equipment as necessary to retrieve the data; and (b) shall in all material aspects completely, fully and timely comply with all legal obligations, record keeping and reporting requirements imposed upon it by the Bank Secrecy Act, 31 U.S.C. §§ 5311 through 5330 and all Bank Secrecy Act implementing regulations, including, but not limited to 12 C.F.R. § 563.177, 12 C.F.R. § 563.180, 31 C.F.R. § 103.11, 31 C.F.R. § 103.18, 31 C.F.R. § 103.28, 31 C.F.R. § 103.120 and 31 C.F.R. § 103.121.

5. As a result of BankAtlantic's conduct with respect to the anti-money laundering

programs as set forth in the Factual Statement, the United States has determined that it could institute a criminal or civil forfeiture action against certain funds laundered through certain accounts. BankAtlantic further acknowledges that in excess of \$10,000,000.00 may have been involved in transactions in accounts in violation of Title 18 United States Code, Sections 1956, 1957, and 1960 and, therefore at least some or all funds deposited in such accounts could be forfeitable to the United States pursuant to Title 18 United States Code, Sections 981 and 982. BankAtlantic recognizes that the United States could institute a civil or criminal forfeiture action against at least certain of those funds, and hereby expressly agrees to settle and does settle any and all civil and criminal claims presently held by the United States against those funds for the sum of \$10,000,000.00.

6. In consideration of BankAtlantic's remedial actions to date and its willingness to: (i) acknowledge responsibility for its actions; (ii) continue its cooperation with the United States; (iii) demonstrate its future good conduct and full compliance with the Bank Secrecy Act and all of its implementing regulations; and (iv) to settle any and all civil and criminal claims currently held by the United States, its agencies, and representatives against the funds referred to in Paragraph 5 above for the sum of \$10,000,000.00; the United States shall recommend to the Court, pursuant to 18 U.S.C. § 3161(h)(2), that prosecution of BankAtlantic on the Information filed pursuant to Paragraph 1 be deferred for a period of twelve (12) months. BankAtlantic shall consent to a motion, the contents to be agreed by the parties, to be filed by the United States with the Court promptly upon execution of this Agreement, pursuant to 18 U.S.C. § 3161(h)(2), in which the United States will present this Agreement to the Court and move for a continuance of all further criminal proceedings, including trial, for a period of twelve (12) months, for speedy trial exclusion of all time covered by such a continuance, and for approval by the Court of this deferred prosecution. BankAtlantic further

agrees to waive and does hereby expressly waive any and all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the Southern District of Florida for the period that this Agreement is in effect.

7. BankAtlantic hereby further expressly agrees that any violations of the federal money laundering laws and/or the Bank Secrecy Act pursuant to 18 U.S.C. §§ 1956, 1957, 1960 and 31 U.S.C. §§ 5313, 5318 and 5322, that were not time-barred by the applicable statute of limitations on March 31, 2006, either by statute, any previously executed Tolling Agreement, the terms of which are hereby incorporated into this Agreement, may, in the sole discretion of the United States be charged against BankAtlantic within six (6) months of any breach of this Agreement, or any event which renders this Agreement null and void, notwithstanding the expiration of any applicable statute of limitations.

8. The United States agrees that if BankAtlantic is in full compliance with all of its obligations under this Agreement, the United States, within thirty (30) days or earlier of the expiration of the time period set forth in Paragraph 6 above, shall seek dismissal with prejudice of the information filed against BankAtlantic pursuant to Paragraph 1 and this Agreement shall expire and be of no further force or effect.

9. BankAtlantic and the United States understand that the Agreement to defer prosecution of BankAtlantic must be approved by the Court, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court decline to approve a deferred prosecution for any reason, both the United States and BankAtlantic are released from any obligation imposed upon them by this Agreement and this Agreement shall be null and void.

10. Should the United States determine during the term of this Agreement that

BankAtlantic has committed any federal crime commenced subsequent to the date of this Agreement, BankAtlantic shall, in the sole discretion of the United States, thereafter be subject to prosecution for any federal crimes of which the United States has knowledge. Except in the event of a breach of this Agreement, it is the intention of the parties to this Agreement that all criminal investigations arising from the facts contained in, connected to, or involving the accounts described in the Factual Statement, that have been, or could have been, conducted by the United States prior to the date of this Agreement shall not be pursued further as to BankAtlantic.

11. Should the United States determine that BankAtlantic has committed a willful and material breach of any provision of this Agreement, the United States shall provide written notice to BankAtlantic of alleged breach and provide BankAtlantic with a two-week period, or longer at the discretion of the Assistant Attorney General, in which to make a presentation to the Assistant Attorney General in charge of the Criminal Division to demonstrate that no breach has occurred or, to the extent applicable, that the breach is not willful or material or has been cured. The parties hereto expressly understand and agree that should BankAtlantic fail to make a presentation to the Assistant Attorney General in charge of the Criminal Division within such time period, it shall be conclusively presumed that BankAtlantic is in willful and material breach of this Agreement. The parties further understand and agree that the Assistant Attorney General's exercise of discretion under this paragraph is not subject to review in any court or tribunal outside the Criminal Division of the Department of Justice. In the event of a breach of this Agreement which results in a prosecution, such prosecution may be premised upon any information provided by or on behalf of BankAtlantic to the United States at any time, unless otherwise agreed when the information was provided.

12. BankAtlantic agrees that, if it sells or merges all or substantially all of its business

operations as they exist as of the date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, it shall include in any contract for sale or merger a provision binding the purchaser/successor to the obligations described in this Agreement.

13. It is further understood that this Agreement is binding on BankAtlantic and the United States Department of Justice, but specifically does not bind any other federal agencies, or any state or local authorities, although the United States will bring the cooperation of BankAtlantic and its compliance with its other obligations under this Agreement to the attention of state or local prosecuting offices or regulatory agencies, if requested by BankAtlantic or its attorneys.



14. It is further understood that this Agreement does not relate to or cover any criminal conduct by BankAtlantic other than the conduct or the accounts described in the Factual Statement.

15. BankAtlantic and the United States agree that, upon acceptance by the Court, this Agreement and an Order deferring prosecution shall be publicly filed in the United States District Court for the Southern District of Florida.

16. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between BankAtlantic and the United States. No promises, agreements, or conditions have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or are binding upon BankAtlantic or the United States unless expressly set forth in writing, signed by the United States, BankAtlantic's attorneys, and a duly authorized representative of BankAtlantic and physically attached to this Agreement. This Agreement supersedes any prior promises, agreements or conditions between BankAtlantic and the United States.

Acknowledgments

I, the undersigned, duly authorized representative of BankAtlantic, hereby expressly acknowledge the following: (1) that I have read this entire Agreement and all attachments hereto; as well as the other documents filed herewith in conjunction with this Agreement, including the information; (2) that I have had an opportunity to discuss this Agreement fully and freely with BankAtlantic's attorneys; (3) that BankAtlantic fully and completely understands each and every one of its terms; (4) that BankAtlantic is fully satisfied with the advice and representation provided to it by its attorneys; and (5) that BankAtlantic has signed this Agreement voluntarily.


Name	Title	Signature
Alan B. Levan	Chairman of the Board & Chief Executive Officer	
James A. White	Chief Financial Officer & Executive Vice President	

Acknowledgment of Counsel for the BankAtlantic

The undersigned is outside counsel for BankAtlantic. In connection with such representation I acknowledge that: (1) I have reviewed this Agreement and all related documents, and have discussed this Agreement with authorized representatives of BankAtlantic; (2) I have fully explained each one of its terms to our client; (3) I have fully answered each and every question raised by BankAtlantic regarding the Agreement; and (4) I believe BankAtlantic completely understands all of the Agreement's terms.

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
Attorneys for BankAtlantic
Museum Tower - Suite 2200
150 West Flagler Street
Miami, Florida 33130
Telephone No: (305) 789-3200
Facsimile No: (305) 789-3395


4/24/06
DATE

By: 
Ana T. Barnett
Florida Bar No. 217212
abarnett@swmwas.com


On Behalf of the Government

ALICE FISHER
Assistant Attorney General, Criminal Division
United States Department of Justice


4/25/06
DATE

By: 
RICHARD WEBER, Chief
Asset Forfeiture and Money Laundering Section
U.S. Department of Justice, Criminal Division

4/25/06
DATE

By: 
JOHN W. SELLERS
Trial Attorney
Asset Forfeiture and Money Laundering Section
U.S. Department of Justice, Criminal Division

4/25/06
DATE

By: 
THOMAS J. PINDER
Trial Attorney
Asset Forfeiture and Money Laundering Section
U.S. Department of Justice, Criminal Division

CERTIFICATE OF RESOLUTION

The undersigned, Secretary of the Board of Directors of BankAtlantic (the "Bank"), does hereby certify that at a meeting of the Board of Directors of the Bank held on the 24th day of April, 2006, at which a quorum was present and acting throughout, a resolution was duly and regularly adopted, which is in full force and effect and unrescinded, and read as follows:

RESOLVED, that in the best interests of the Bank, outside counsel for the Bank, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., and the executive officers of BankAtlantic be and they are hereby authorized to execute and enter into on behalf of BankAtlantic a Deferred Prosecution Agreement, between and among BankAtlantic and the U.S. Department of Justice in the form presented to the Board of Directors, with such modifications as such executive officers may approve, such approval to be conclusively evidenced by their execution of such Agreement; waive indictment of BankAtlantic and consent to the filing of a one count Information against BankAtlantic alleging a violation of Title 31, United States Code, Section 5318(h)(1) in the United States District Court for the Southern District of Florida, Fort Lauderdale; and waive speedy trial rights and statute of limitations defenses of BankAtlantic as provided in the Deferred Prosecution Agreement;

and further

RESOLVED, that outside counsel for the Bank, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., is hereby duly authorized to represent the Bank in all proceedings related to the presentation and approval of this Deferred Prosecution Agreement, including but not limited to, filing an appearance on behalf of the Bank; waiving the filing of indictment; consenting to the filing of a one count Information against BankAtlantic alleging a violation of Title 31, United States Code, Section 5318(h)(1) in the United States District Court for the Southern District of Florida, Fort Lauderdale; and waiving speedy trial rights and statute of limitations defenses of BankAtlantic as provided in the Deferred Prosecution Agreement;

and further

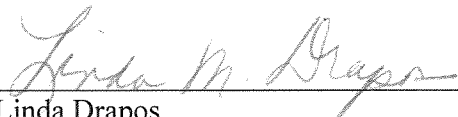
RESOLVED, that the executive officers of BankAtlantic be and hereby are, authorized and directed to execute and deliver in the name and on behalf of BankAtlantic any and all additional documents or agreements, and to take such further action as to any of them appears necessary or desirable, including the payment of forfeitures and fees to carry into effect the intent and purpose of the foregoing resolution;

and further

RESOLVED, that any and all action of any of the executive officers of BankAtlantic in connection with the matters contemplated by the foregoing resolutions taken prior to the date


hereof be, and they hereby are approved, ratified and adopted in all respects as fully as if such actions had been presented to the Board of Directors for its approval prior to any such action being taken.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of BankAtlantic, Fort Lauderdale, Florida, this 24 th day of April, 2006.



Linda Drapos
Secretary

[BankAtlantic seal]




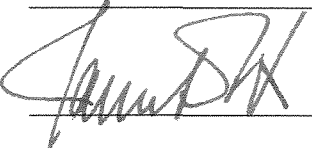
[Notary Public]



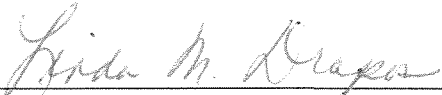
Debbie Joan Musler
MY COMMISSION # DD134196 EXPIRES
July 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF INCUMBENCY

I, the undersigned, Secretary of the Board of Directors of BankAtlantic, hereby certify that the persons named below are duly elected executive officers of BankAtlantic, holding the offices opposite their names and titles and that the signature set forth below are a true specimen of their genuine signatures:

Name	Title	Signature
Alan B. Levan	Chairman of the Board & Chief Executive Officer	 _____
James A. White	Chief Financial Officer & Executive Vice President	 _____

IN WITNESS WHEREOF, I have here unto set my signature and affixed the seal of BankAtlantic. In Fort Lauderdale, Florida, this 24th day of April 2006.



Linda Drapos
Secretary